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DEVOTED TO HAWAIIAN PROGRESS.

Appellant Court of Oahu. LARRISCH TS. SCHAEFER. Before Mr. Justice Jupp, on appeal from Police Court, Honolulu.

upon an oral complaint he is not responsible for its defects, and as this case is appealed on the merits this motion is too late. I am of the opinion that if the Plaintiff iles a written complaint, the summons is wall and Cresswell, p. 911; Bayley J.

that the Plaintiff claims as by the annexed livery, and there may be cases in which complaint; but if the summons is filled out "ut res valeat quam pereat" it is necesupon an oral statement, more especially if sary to construe Date, delivery. When this is done by the Plaintiff's counsel, it there is no date, or an impossible date, should contain in brief all that is essential | that word must mean delivery. to a complaint. In this case there should In the case before the Coart there is no tiff asks restitution of the premises, or that fer that the Lease was delivered on the the Plaintiff asks that the premises may day of its date, August 1 1869. If this

trial in this case in the lower Court where this objection could have been made, and now, but will allow the amendment to be void for uncertainty.

The acceptance of both parties of the 6 only, large size, Velvet Rug Carpets, Six117-in made. The question of costs to be con-A small assurtment of Goszeli's Celebrated Hair sidered on final disposition of the case. Honolulu, Jan. 23d, 1875.

> A. FRANCIS JUDD. Justice Supreme Court, Sitting as Appellate Court.

CHAPLES LABRISON .. P. A SOMARFER On appeal from the Police Court Honolulu, to Mr. Justice Juno, as Circuit Judge of Oahu.

tiffs' wife Elizabeth Grimes who owns the per month, and there is a privilege of re- vor with costs, newal for one year at the same terms. The Defendant entered under this Lease. The following paper was also put in

"The following agreement of Lease has been entered into between Elizabeth Grimes of the first part, and F. A. Schaefer of the second part, to wit:

"The party of the first part rents to the party of the second part the house and premises with exception of the taro patches, situated on the Punch Bowl side of Nuuanu Valley, above the first bridge, for the term of two years for his sole use, together with the outhouses thereto beonging.

"The party of the second part agrees to

pay to the party of the first part for the ove premises, rent at the rate of Twentyfive dollars monthly in monthly payments, Of the water rates the party of the first part pays Fifteen dolllars, and the party of the second part Ten dollars yearly. "This Lease, at the same rental, may

be continued for five years after the expioption of the party of the second part. "Dated Honolulu, August 1st, 1869. [Signed] ELIZABETH GRIMES, [L. S.] results predicted.

Elizabeth Grimes is admitted to have tak-FOR TAILORING AND MANUFACTURING

A. S. Hartwell for Plaintiff; R. H. scale, and were found to contain-Stanley for Defendant.

BY THE COURT:

The Plaintiff contends that the Defendant's tenancy has expired by efflux of 7813 bs. avoirdupois, was passed through time, as the term of one year from March the mill in nine minutes, and gave 4844 30th, 1869, (the date of the original Lease,) gallons cane juice, marking 910 by and the additional year of renewal Besume's saccharometer, or 10 71 lbs. per ended on the 30th March, 1871; and that gallon, and polarized 103 ° or a saccharine the paper put in evidence, above recited richness of 1 68 lb. per gallon. This would (Oppositethe Furniture Ware Rooms of Mr. Williams,) in full, is either void for indefiniteness as indicate 484 5 × 10 71 = 5188 995 lbs. cane having no definite time of beginning, or juice; and 7-813:5188-995::100:66-41 per that it is merely an agreement for a Lease | cent. as the crushing power of the mill, and is executory in its terms.

Purchase for Foreign Buyers, of all classes of British Made Escres, Machinery, Hardware, Wootley possession by virtue of this paper which the cane as due to first crushing

The two questions presented, are:

ment for a Lease? 2nd. Is it void for uncertainty?

On the first point, Washburn says: construed as a present demise or a contract for a future one depends upon the intention of the parties, as gathered from of sugar still remaining in the cane, but the whole instrument, rather than any which may all be taken out by a slight particular form of expression in any par- addition of water and steam to the megticular part of the agreement, though, as ass in passing from one mill to the other, a general proposition, if there are apt all of which is fully provided for in Mr. words of a present demise, followed by possession, the instrument will be held to pass an immediate interest." 1 Washb.

The megase was then carefully gathered and weighed, and found to be 2024bb. This from the

R. P. p 300. Ch. Kent, 4 Vol. Com. p. 168, says: "It is sometimes a question, whether the instrument amounts to a Lease, or is merely ed for by the great evaporation which takes place. Fine Tea,

Ratta matting, Manila Rope, is sometimes to a Lease, or is merely ed for by the great evaporation which takes place. Fine Tea, Baske

which the occupation is to be enjoyed and the relations and rights of the parties to be defined, and it contains apt words to operate as a present demise, it will be so It will be thus seen that, so far, the experi-

graved on steel, and printed at Washington, expressly for the undersigned. This is the most correct chart published. Price, \$1.50. opinion, contains "apt words of present a price, or, in other words, the game may not be demise," to wit it reads, "The party of We have now that be candie. the first part rents to the party of the second part, etc., —it defines the rent resecond part, etc.,—it defines the rent reserved, and contains a stipulation in regard to water rates,—in short, "it fully defines the relations and rights of the parties and purports to be the contract upon which the occupation is to be enjoyed, and

NEW GOODS! NEW GOODS! HAWAHAN GAZETTE On the second point. Is the paper which I now call a "Lease," void for uncertainty as to the time of beginning its term? I again quote from Washburn. "Although a Lease is said, generally, to take effect from the time of its making, it is apprehended that the time at which only it takes effect is when it is delivered. It is unimportant when it was written, and it is competent to show, by parol, when it was delivered, although no date, or a dif-

Washburn R. P. p. 292. In Taylor's Landlord and Tenant p. 42. Defendant's counsel moves to dismiss the summons on the ground that it does not apprise the Defendant what the Plain- I find this learned author says: "In refer tiff seeks, that is, it asks for nothing. ence, however, to the obligations of the Plaintiff's counsel contends that as the parties, and regarding the Lease as a con-LARGE PATTERN-2 PINK PRINTS, summons issues from the Police Justice tract, if the time from which it is to commence does not otherwise appear, it will

was inserted in the indenture."

sued by the Magistrate need only recite says; "A deed has no operation until de-

be in the summons a statement that Plain- evidence of the date of delivery, but I inpoint is in doubt, it certainly was deliv-But the Defendant baving gone to the rial in this case in the lower Court where when it was recorded in the office of the

Register of Conveyances. the defect cured either by amendment on terms or by Plaintiff taking a nonsuit, I I hold, a definite beginning, to wit: its do not think it just to dismiss the case date the 1st August, 1869, and it is not

> Second Lease is, of itself, a surrender of the former Lease, on the theory that the Lessee is estopped to say that his Lessor has no power to make a new Lease, and as the Lessor could not grant a new Lease until the prior one had been surrend ered, the law will hold that the Lessee has surrendered the prior Lease. Taylors' Landlord and Tenant, p. 335; 1 Wash. burn, R. P. 351.

The term of the Second Lease expired August 1 1871, but on the authority of This is an action brought under Chapter

40 of the Civil Code to recover possession of certain premises on Nuuann Avenue,

the continuing by the Defendant to occupy by the process: in other words, our planters will the premises and to pay the rent is a virtual notice of an intention to hold the The Plaintiff put in evidence a Lease tual notice of an intention to hold the dated March Soth, 1869, between Plain-premises during the entire additional term of Five years; this term not expir- pects that the reduced cane-juice will be suscepti premises, and the Defendant, whereby the premises are demised to Defendant for one is rightfully in possession of the premises will be purified and ready to boil in vacco at a mach lower gravity than the joice obtained by the year at the rental of Twenty-five dollars and judgment must be rendered in his fa-

Honolulu, January 26th, 1875. A. FRANCIS JUDD. Justice Supreme Court, Sitting as Appellate Court for Oahn.

An Improvement in Sugar Making.

WE are indebted to Mr. Strachan, of Loganholme, for the following, as re-

written from the Demerara Colonist of of what has been positively established by infalli October 7, and forwarded to him:

process, by which an increase of 14 or 16 per cent of sugar in our canes is obtained. would be in operation in the colony. All mystery in the matter has been dispelled. In the official Gazette of Saturday evening last there appeared a notification that the Hon, Wm. Russell had obtained provis- used in maceration will be trapped from the difional protection for twelve months for a ferent vessels and machines throughout the mechanical process for extracting addi-tional cane-juice by means of macoration of cane-juice per hogshead, and the loss in worktional cane-juice by means of maceration THE LITTLE STRANGER, £3.3s. ration of the term of this Lease at the been established, by practical experiment, readers. As a matter of fact, Mr. Russell has

We have been favored with the follow-[Signed] F. A. SCHAEFER," [L. S.] ing particulars of one of the many trials This is acknowledged by the parties on made on a large scale of Mr. Russell's prothe 13th August, 1869, and recorded the same day.

Notice to quit was served October 15th, 1874, and marriage of Plaintiff with said clear and concise form.

The question of power required, and fuel necessary to evaporate the water employed in maceration, in a clear and concise form.

The expected in the case of an indifferent mill, extracting perhaps only 50 per cent. of the sugar actually in the cases?

The Windsor Forest engine is of 60en place on the 17th November, 1869: it horse power, working a powerful mill, 72 is also admitted that Defendant has con- inches by 34 inches, considered one of the tinued in possession of the premises up to finest in the colony. The canes experimented upon were analyzed on a small

A punt load of these canes, weighing and 4845×168=81,396+7813=10.41 as Defendant claims he is rightfully in the percentage of sugar expressed from

he contends is a valid, executed Lease; The megass was macerated with 200 and that its acceptance on the 1st Au- gallons of water, and passed through the gust, 1869, operated as a surrender of the mill in eight minutes, the result being 207 gallons marking 6° Besume, or 10.43 lbs. The two questions presented, are: per gallon, and polarised 70°, or 1.14 lbs.

1st. Is this paper a Lease or an agree- of sugar per gall; therefore, 207×10.43= 2150 01-2000 (water added=159 01 lbs. of cane-juice due to second crushing, or 2 03 per cent of the original canes, making the And whether the instrument is to be the washings, 207 ×1.14 = 235.98, or 3.02 crushings 66'41 x 2'03=68'43 per ct.; but per ct. of sugar on the original weight of canes together 1041+3002=1343 per ct.

original canes, 7813 lbs., leaves 5789 lbs. extracted,

fire-grate for sixteen minutes or nearly as long as the mill was employed in the double operation of t

ments must be considered as most successful; but The paper before the Court, in my we know that gold can be purchased at too high

defines the relations and rights of the parties and purports to be the contract upon which the occupation is to be enjoyed, and does not indicate to my mind that the porties contemplated a Lease to be draft-will 100 ? 15 per cent. loss; or, in round numbers, we have in sugar 60 per cent., rum 25 per cent.

cent.-loss of 15 per cent. Treating the juice of maceration in the same way, we have

207X1:14-288 ibs., indicated per repatX4-148 ibs. indicated and | District - \$29 E9

per hogshead gained by maceration. Against, this, we have the cost of extra appliances as under, for (say) an estate making 2000 bhds. of suferent one from that of its actual delivery | gar

WORKING EXPENSES. Interest on above sum, at 20 per ceut, for lear, wear, &c. lear, at \$6. Evaporation of 2000,850 gails, 1,500,000, 3,10-1,2280-1-8-1120 bose coal, at \$8. Firemen and contingencies \$29,302 senting \$18 00 per hhd.

\$47,318 This looks almost too good to be true: still, here we have the practical details fairly given, and it will be for our practical planters to scruti-

nize and pick holes in them.

It is not the first time that the use of scientific instruments has been the means of revealing un-exspected riches, and enabling the manufactures and chemist to tarn the raw material pass through their hands to very much greater advantage than ever before; and we doubt if Mr. Rus-sell would have ever found out a practical way of extracting this extra quantity of sugar out of the him from the use of that wonderfully delicate and accurate instrument, the polariscope. Others have labored in the same field, and have made valuable discoveries, but we question if any of them were possessed of the varied abilities and command of means and opportunities which Mr. Ressell has brought to bear on the whole subject; and we congratulate our planter friends on the fact that Mr. Risien the eminent practical engineer, who has worked with Mr. Russell in this and other important improvements in machinery for the manufacture of our staple product, goes to England by the next mail to superintend the making of the necessary machinery, so that we may hope to see, within a few months, Mr. Rus-sell's new process in full operation, and giving even larger profits than are foreshadowed in the

oregoing remarks.

There is one way of looking at the question have 50 per cent of juice added to their product than the crude juice of the beet. Mr. Russell exmuch lower gravity than the joice obtained by the appliances at present in use. It is well known that the beet-sagar boilers have to keep their juice at or below 5 ? Besome, otherwise their deecation is faulty; and we can readily understand that the same will hold good with cane-juice; in fact, we have often seen buckets of clean water thrown into the taches when the syrap had arrived at 20° Beaume, to facilitate the separation of impurities. We understand that this is often done with rich juice in Barbadoes.

Startling, astonishing even, as are the results thus indicated, we have the best authority for stating that they are below, rather than in excess

ble experiment.
The calculations with respect to the quantity In our summary for the last packet we of coal required for evaporation are based upon stated that, within a very short time, a Belair with the Fletcher-Brockelburst steam-pan; but Mr. Russell confidently expects to be able to take out still more sugar with less water when his steaming arrangements are complete. In fact, the arrangements are such that while the mill is making two revolutions the megass will be nearly perboiled, and all the water and steam that his invention more than realizes the made a hogshead of sugar from 1300 gallons of juice, and has worked to within 5 per cent, of polariscopic indications. When such results can be achieved in the case of such a powerful mill.

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White & Colored Rattan Matting, Rattan Chairs, Peanut Oil, a contract for a Lease. It is purely a question of intention." Poole vs Bently, 13 East 168.

In the case cited by Plaintiff's counsel McGrath. vs Boston 103 Mass. 371, I find these words: "If the instrument upon its face, purports to be the contract upon which the occupation is to be enjoyed and which the occupation is to be enjoyed and made thoroughly dry. when it was again weighed, and found to be 1340 lbs., baving lost 684 lbs. is drying. It was then used, and these words: "If the instrument upon its face, purports to be the contract upon which the occupation is to be enjoyed and served to supply a couple of copper wall furnaces, face, purports to be the contract upon the different handlings.

The megase was next spread on a brick parely again weighed, and found to be 1340 lbs., baving lost 684 lbs. is drying. It was then used, and the complete of copper wall furnaces, face, purports to be the contract upon the different handlings.

The megase was next spread on a brick parely completed into the clarifiers; but this loss is account. Fine Tea, China Hams, Nankin Cloth, Japanese Umbrellas, Assorted Silk, Silver Ware, Sandal Wood Ware, Canvas Shoes, Straw Slippers, Clothes Baskets, Flower Pots, Wrapping Paner. Flower Pots, Wrapping Paper, Dried Dates,

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Cases Best Old Tom Gin, DEMIJOHNS ALCOHOL, lases Best Pale Sherry,

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